APR 2 7 2006

#### THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

Katsuyuki SAITO et al.

Date:

April 24, 2006

Serial No.: 10/036,408

Group Art Unit: 2613

Filed:

January 7, 2002

Examiner:

Gims S. PHILIPPE

For:

ENDOSCOPIC IMAGING SYSTEM MAKING IT POSSIBLE TO DETACHABLY ATTACH EXPANSION UNIT HAVING EXTERNAL EXPANSION FACILITY AND ADD EXPANSION FACILITY FOR

IMPROVING CAPABILITY OF SYSTEM

Mail Stop Amendment Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

# TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING REJECTION (37 CFR §1.321(b))

Sir:

### Interest of Person Making This Disclaimer

I, Max Moskowitz, of Ostrolenk, Faber, Gerb & Soffen, LLP, with offices at 1180 Avenue of the Americas, New York, New York 10036-8403, represent that I am a representative authorized to sign on behalf of the applicant identified below who owns all of the interest in this application.

The required fee accompanies this disclaimer (\$130.00-large entity).

## **Identity and Title of Disclaimant**

The assignee is:

Name of assignee

Olympus Optical Co., Ltd.

Address of assignee

43-2, Hatagaya 2-chome, Shibuya-ku

Tokyo, Japan

Title of disclaimant authorized to sign on behalf of assignee: Attorney of Record

U.S. patent application Serial No. 10/047,025 and U.S. patent application Serial No. 10/046,830 are both divisional applications of U.S. patent application serial no. 09/120,559, now U.S. Patent no. 6,538,687 issued on March 25, 2003, which application's assignment was

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recorded on July 22, 1998 at Reel 9351, Frame 0738. Said document has been reviewed and, to the best of the assignee's knowledge and belief, title is in the assignee and has not been changed in the divisional applications.

#### **Disclaimer**

Max Moskowitz hereby disclaims the terminal part of any patent granted on the above-identified present application which would expire beyond the expiration date of the full statutory term of U.S. patent application Serial No. 10/047,025, and/or U.S. patent application Serial No. 10/046,830, and any patents which might issue on U.S. patent application Serial No. 10/047,025, and/or U.S. patent application Serial No. 10/046,830;

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I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: April 24, 2006

MAX MOSKOW